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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

AMALIA RODRIGUEZ, an individual, on behalf of herself and on behalf of all persons similarly situated,

Plaintiffs,

vs.

COVIDIEN LP, a Limited Partnership; MEDTRONIC, INC., a Corporation; MEDTRONIC USA, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **30-2024-01394865-CU-OE-CXC**

SUPPLEMENTAL DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Date: October 15, 2026
Hearing Time: 2:00 p.m.
Reservation No. 74810728

Judge: Hon. Melissa R. McCormick
Dept.: CX105

Action Filed: April 18, 2024
Trial Date: Not Set

I, Kyle Nordrehaug, declare as follows:

1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, counsel of record for Plaintiff Amalia Rodriguez ("Plaintiff") in this matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein. This supplemental declaration is being submitted in support of Plaintiff's motion for preliminary approval of the proposed class action settlement with Defendant Covidien LP ("Defendant"), and in response to the Court's Order dated June 11, 2026.

REVISIONS TO THE SETTLEMENT DOCUMENTS

2. The Parties have prepared and executed the First Amendment to Class Action and PAGA Settlement Agreement ("Amendment") with revised Exhibits to address the Court's issues in the Order dated June 11, 2026. The Amendment with revised Exhibits is attached hereto as Exhibit #1. The Amendment is authorized by paragraphs 13.5 and 13.9 of the original Class Action and PAGA Settlement Agreement. A redline showing the revisions effectuated by the Amendment to the Class Action and PAGA Settlement Agreement and Exhibits is attached hereto as Exhibit #2.

Service on the LWDA:

3. The LWDA was served with all motion documents and the Court's minute order dated June 11, 2026. The Proof of Service verifying the service of the Court's minute order has been filed and is ROA #102. The Proof of Service accompanying this Supplemental Declaration verifies service of the Supplemental Declaration on the LWDA.

ISSUE 1 - Overlong Brief:

4. Plaintiff's Counsel understands the Court's instruction here. Plaintiff's Counsel

believed that the 20 page rule in California Rules of Court, rule 3.764(c)(2) applied, however, Plaintiff's counsel will not file briefs in excess of 15 pages in the future in cases before this Court.

ISSUE 2 - Defendants Medtronic, Inc. and Medtronic Usa, Inc.:

5. Defendants Medtronic, Inc. and Medtronic USA, Inc. were named as Defendants as the joint employers/direct employers of Plaintiff. The discovery/investigation in the case also showed that Plaintiff worked for Covidien, not either-named Medtronic entity. Defendants Medtronic, Inc. and Medtronic USA, Inc. are Released Parties, and as such, the Judgment to be entered after final approval will resolve the Action as to them. The only Class being settled are the direct employees of Covidien and only these employees are releasing claims, not anyone else.

ISSUE 3 - Plaintiff's Anticipated Recovery:

5. The estimated total recovery for Plaintiff is $865.22 (excluding any service award). The Plaintiff is also receiving compensation in the amount of $40,000 (of which $13,333 is being paid to counsel pursuant to a contingent fee agreement which means that Plaintiff actually receives $26,667) under a separate Confidential Individual Settlement Agreement, which attached hereto as Exhibit #3. The recovery under the Confidential Individual Settlement Agreement is for her alleged claims for discrimination, retaliation and wrongful termination. This individual settlement is not coming from the Gross Settlement Amount and is being separately paid by the Defendant.

Issue 4 - Released Class Claims:

6. The Amendment makes the revision to the "Released Class Claims" in paragraph 1.38 to state what the Court ordered.

Issue 5 - Released PAGA Claims:

7. Amendment makes the revision to the "Released PAGA Claims" in paragraph 1.39 to state what the Court ordered.

Issue 6 - Released Parties:

8. The Amendment makes the revision to the "Released Parties" in paragraph 1.40 to state what the Court ordered.

Issue 7 - Defendant's Declaration:

9. The Defendant is submitting a declaration to address this issue.

Issue 8 - Paragraph 8.6:

10. In the Amendment, the revisions have been made to paragraph 8.6 to state: (i) the parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute, and in the last sentence of paragraph 8.6, the word "initial" has been inserted before "determination."

Issue 9 - Escalator in Paragraph 9:

11. In the Amendment, subsection 1 of paragraph 9 has been removed.

Issue 10 - Attorneys' Fees:

12. Plaintiff understand the Court's position on attorneys' fees. Plaintiff's Counsel will seek 30% and the Class Notice and Proposed Order has been modified to reflect this amount. The provision for attorneys' fees not to exceed one-third is consistent with an award of 30% at final approval.

Issue 11 - Service Award:

13. Plaintiff understands the Court's position on service awards to be determined at final

approval. Plaintiff does not have any additional circumstances to report beyond what was in her Declaration submitted in support of the Motion for Preliminary Approval [ROA #86]. The not to exceed provision is consistent with whatevere award the Court rules at final approval, including an award of $5,000.

Issue 12 - Class Notice:

14. The Class Notice attached as Exhibit A to the Amendment has been revised to reflect the above revisions made by the Amendment.

Issue 13 - Class Notice:

15. The Class Notice attached as Exhibit A to the Amendment has been shortened, however it still contains the information needed for the Class Member found in the Los Angeles Court's model form.

Issue 14 - Class Notice:

16. The phrase "and PAGA" has been inserted after "CLASS ACTION" in the title of the notice and throughout the document

Issue 15 - Class Notice:

17. The phrase "against the Defendant" has been removed from the first box on page 1 of the Class Notice.

Issue 16 - Class Notice:

18. The word "then" has been removed from the first sentence the second box on page 1 of the Class Notice.

Issue 17 - Class Notice:

19. The phrase "will have the final decision" in the second box on page 1 of the Class Notice has been revised.

Issue 18 - Class Notice:

20. The hearing time in the box at the top of page 2 should be replaced with "2:00 p.m", the same change was also made elsewhere in the Class Notice

Issue 19 - Class Notice:

21. The filing dates of the two pleadings in section 1 of the Class notice have been corrected.

Issue 20 - Class Notice:

22. Section 1 of the Class Notice has been revised to identify all the Defendants

Issue 21 - Class Notice:

23. The phrase "and PAGA" has been inserted.

Issue 22 - Class Notice:

24. The first sentence of the fourth paragraph of section 1 on page 1 has been removed, the phrase "At the hearing" at the beginning of the second sentence has been removed. The word "has" has been inserted after "The Court" and before "granted" in the second sentence of the fourth paragraph of section 1.

Issue 23 - Class Notice:

25. The word "expressly" has been removed in Section 2.

Issue 24 - Class Notice:

26. The word "estimated" has been removed from the first bullet point section in section 3. The word "reasonable" has been removed from the second bullet point section in section 3, and the last sentence of the second bullet point section has been removed. The costs amount has been corrected.

Issue 25 - Class Notice:

27. The hearing time in section 10 has been replaced with "2:00 p.m."

Issue 26 - Class Notice:

28. The word "posed" in section 11 has been corrected to "posted."

Issue 27 - Dispute Form:

29. The word "TAXED" in the box on the second page of the dispute form has been corrected to "FAXED."

Issue 28 - Dispute Form:

30. The Dispute Form has been revised to include pay period disputes.

Issue 29 - Dispute Form:

31. The Dispute form has been shortened and the signature under penalty of perjury has been removed.

Issue 30 - Objection Form:

32. The hearing date and time, judge and department was removed from the objection form. The method of submitting the objection form stated in the last sentence in the all caps paragraph has been revised.

Issue 31 - Exclusion Form:

33. The signature under penalty of perjury has been removed from the exclusion form.

Issue 32 - Proposed Order:

34. The proposed order has been revised consistent with the Amendment.

Issue 33 - Proposed Order:

35. Th Proposed Order submitted to the Court (as opposed to the form attached as an Exhibit), attaches the Agreement, the Amendment and Class Notice Packet (in English and Spanish) as exhibits thereto.

Issue 34 - Proposed Order:

36. The word "provisionally" in paragraph 4 has been replaced with "preliminarily" in two places.

Issue 35 - Proposed Order:

37. "Plaintiffs" in paragraph 6 has been corrected to "Plaintiff."

Issue 36 - Proposed Order:

38. The word "conditionally" in paragraph 7 has been replaced with "preliminarily".

Issue 37 - Proposed Order:

39. The proposed order identifies the Aggrieved Employees and the PAGA Period in paragraph 8.

Issue 38 - Proposed Order:

40. Paragraph 10 has been removed.

41. Final Approval Hearing. Plaintiff proposes a Final Approval Hearing date for March 18, 2027, which at least is four months from the date of Preliminary Approval.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 2nd day of October, 2026, at La Jolla, California.

By: */s/ Kyle Nordrehaug*
Kyle Nordrehaug

EXHIBIT #1

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

AMALIA RODRIGUEZ, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, vs. COVIDIEN LP, a Limited Partnership; MEDTRONIC, INC., a Corporation; MEDTRONIC USA, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: **30-2024-01394865-CU-OE-CXC** **FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** Hearing Date: October 15, 2026 Hearing Time: 2:00 p.m. Judge: Hon. Melissa R. McCormick Dept.: CX105 Action Filed: April 18, 2024 Trial Date: Not Set

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Amalia Rodriguez ("Plaintiff") and Defendant Covidien LP ("Defendant") (collectively "the Parties"), to amend and modify the Class Action and PAGA Settlement Agreement (the "Agreement") and the exhibits thereto, filed on March 27, 2026 as Exhibit 1 to the Declaration of Kyle Nordrehaug [ROA #82], with this First Amendment to the Class Action and PAGA Settlement Agreement

("Amendment").

WHEREAS, on June 11, 2026, the Court ruled on the motion for preliminary approval of the class and PAGA settlement and the Agreement and ordered the Parties to make certain revisions to the Agreement, the Class Notice (including the Objection form, the Request for Exclusion form and the Dispute form), and the Proposed Preliminary Approval Order;

WHEREAS, paragraphs 13.5 and 13.9 of the Agreement provides for the Parties to modify the Agreement in writing and to execute documents required to effectuate the terms of this Agreement including any amendments to the Agreement;

WHEREAS, the Parties agree to modify the "Released Class Claims" definition in the Agreement at paragraph 1.38 to make the revisions ordered by the Court such that paragraph 1.38 shall read as follows:

> 1.38. "Released Class Claims" means all claims arising at any time during the Class Period that were or reasonably could have been asserted in the Action based on the facts alleged in the Operative Complaint. This includes claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were alleged or reasonably could have been alleged under California law based on the facts alleged in the First Amended Class Action and Representative Action Complaint filed on October 23, 2024, including, the following claims during the Class Period: (1) claims for failure to pay minimum wage and/or overtime compensation for all hours worked based on any theory, including but not limited to off-the-clock work and failure to correctly calculate the regular rate of pay; (2) failure to provide meal periods or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium in lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment; (5) inaccurate wage statements; (6) failure to reimburse employees for business expenses; (7) unfair business practices; (8) failure to pay out all owed vacation wages at termination; (9) failure to pay sick leave in compliance with California law; and (10) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the Class. The parties are aware of the holding in *Rangel v. PLS Check Cashers of Cal., Inc*. 889 F.3d 1106 (9th Cir. 2018) which held that claims under the Fair Labor Standards Act for unpaid wages or overtime are barred by a settlement by virtue of the res judicata doctrine. The Released Class Claims exclude all other claims including Plaintiff's individual claims alleged as the 11th and 12th causes of action, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA Period.

WHEREAS, the Parties agree to modify the "Released PAGA Claims" definition in the

Agreement at paragraph 1.39 to make the revisions ordered by the Court such that paragraph 1.39 shall read as follows:

> 1.39. "Released PAGA Claims" mean all PAGA claims for civil penalties arising at any time during the PAGA Period based on the facts alleged in the Operative Complaint and the PAGA Notice letter to the LWDA.

WHEREAS, the Parties agree to modify the "Released Parties" definition in the Agreement at paragraph 1.40 to make the revisions ordered by the Court such that paragraph 1.40 shall read as follows:

> 1.40. "Released Parties" means: Covidien L.P., Medtronic, Inc., Medtronic USA, Inc., and subsidiaries, and parents.

WHEREAS, the Parties agree to modify the Recitals in the Agreement at paragraph 2.1 to reflect that the Action was commenced on April 18, 2024.

WHEREAS, the Parties agree to modify the Recitals in the Agreement at paragraph 2.2 to reflect that the First Amended Complaint was filed on October 23, 2024.

WHEREAS, the Parties agree to modify the "Individual PAGA Payment" definition in the Agreement at paragraph 3.2(d)(i) to make the revisions ordered by the Court such that paragraph 3.2(d)(i) shall read as follows:

> i. The amount for each Individual PAGA Payment will be determined by converting the Aggrieved Employee Fund into a PAGA Pay Period Value. The PAGA Pay Period Value will be established by dividing the $25,000 Aggrieved Employee Fund by all pay periods actually worked by the Aggrieved Employees during the PAGA Period as determined by Defendant's payroll records. The Individual PAGA Payment for each Aggrieved Employee will be determined by multiplying the PAGA Pay Period Value by each Aggrieved Employee's individual PAGA pay periods.

WHEREAS, the Parties agree to modify the "Challenges to Calculations of Workweeks" in the Agreement at paragraph 8.6 to make the revisions ordered by the Court such that paragraph 8.6 shall read as follows:

> 8.6. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage

the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Parties shall file with the Court all disputes submitted by Class members, the evidence submitted, and the resolution of the disputes, and although the Administrator may make the initial decision regarding claim disputes, the Court may review and decision by the Administration regarding a claim dispute. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's initial determination as to the challenges.

WHEREAS, the Parties agree to modify the "ESCALATOR CLAUSE" in the Agreement at paragraph 9 to make the revisions ordered by the Court such that paragraph 9 shall read as follows:

9. **ESCALATOR CLAUSE**. As of the date of the September 10, 2025 mediation Covidien estimated that there were 126,582 workweeks actually worked by Class Members. If the number of actual workweeks worked by the Class Members as of November 11, 2025 exceeds that by more than ten percent (10%) (i.e., exceeds 126,582 by more than 12,658 workweeks) then Covidien will increase the Gross Settlement Amount that exceeds the 10% threshold. This means, for example, that if the actual number of workweeks worked by the Class Members as of November 11, 2025 is 142,000, then Covidien would need to pay $35,104.52 in additional consideration ($1,610,000.00 divided by 126,582 workweeks equals $12.72 multiplied by 2,760 excess workweeks) to have a release through November 11, 2025.

WHEREAS, the Parties have agreed to modify the Class Notice, Request for Exclusion form, Objection form, and Dispute form attached to the Agreement as Exhibit A to be consistent with the above amendments, and the revised Class Notice, Request for Exclusion form, Objection form, and Dispute form to be approved by the Court are attached hereto as Exhibit A;

WHEREAS, the Parties have agreed to modify the Proposed Order Granting Motion for Preliminary Approval attached to the Agreement as Exhibit B to be consistent with the above amendments, and the revised Proposed Order Granting Motion for Preliminary Approval to be approved by the Court is attached hereto as Exhibit B. As requested by the Court, the revised Proposed Order also includes a paragraph regarding Court's continuing jurisdiction pursuant to CCP § 664.6 and CRC 3.769(h) and information regarding proposed disbursements from Gross

Settlement Amount for attorneys' fees, litigation costs, administration costs, service awards, and PAGA penalties;

WHEREAS, the Parties have agreed to modify the Proposed Final Approval Order and Judgment attached to the Agreement as Exhibit C to be consistent with the above amendments, and the revised Proposed Final Approval Order and Judgment to be used is attached hereto as Exhibit C.

NOW THEREFORE, the Parties agree to modify and amend the Agreement at paragraphs 1.38, 1.39, 1.40, 2.1, 2.2, 3.2(d)(i), 8.6, and 9 as set forth above and to revise Exhibits A, B and C to the forms attached hereto.

Dated: Amalia Rodriguez, 2026

Amalia Rodriguez
Amalia Rodriguez (Sep 28, 2026 16:13:18 PDT)
Plaintiff Amalia Rodriguez

Dated: _____, 2026

_____
_____[name]
For Defendant Covidien LP

Dated: 9/29/26, 2026

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Approved as to form:

Dated: _____, 2026

_____
Jody A. Landry
Robert Geiger
Littler Mendelson, P.C.
Attorney for Defendant

Docusign Envelope ID: 98175E45-9018-870E-808F-BC7D842AC0DB

Settlement Amount for attorneys' fees, litigation costs, administration costs, service awards, and PAGA penalties;

WHEREAS, the Parties have agreed to modify the Proposed Final Approval Order and Judgment attached to the Agreement as Exhibit C to be consistent with the above amendments, and the revised Proposed Final Approval Order and Judgment to be used is attached hereto as Exhibit C.

NOW THEREFORE, the Parties agree to modify and amend the Agreement at paragraphs 1.38, 1.39, 1.40, 2.1, 2.2, 3.2(d)(i), 8.6, and 9 as set forth above and to revise Exhibits A, B and C to the forms attached hereto.

Dated: _____, 2026

_____
Plaintiff Daniela Cardenas Bojorquez

Dated: September 30, 2026

Signed by:
Rebecca Goldstein
9885583C2027495...

_____
Rebecca Goldstein [name]
For Defendant Covidien LP

Dated: _____, 2026

_____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Approved as to form:

Dated: 9/30/2026

_____
Jody A. Landry
Robert Geiger
Littler Mendelson, P.C.
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL; REQUEST FOR EXCLUSION FORM; OBJECTION FORM; DISPUTE FORM]

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***Amalia Rodriguez v. Covidien LP, et al.,* Superior Court of the State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC**

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.

To: All current and former non-exempt employees of Defendant Covidien LP who worked for and were paid by Defendant Covidien LP in the state of California during the Class Period (September 16, 2021, through November 11, 2025).

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") carefully. The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS CLASS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do **not** have to do anything. **Your estimated Individual Class Payment is: $<<___>>. See the explanation in Section 5 below**. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Challenge the Number of Workweeks **The Response Deadline is _____.**	To challenge the number of workweeks and/or PAGA Pay Periods listed in Section 5 below, you must submit either the enclosed, separate Dispute Form with supporting documents or a written, signed dispute as provided below. **The Administrator may make an initial determination concerning the number of workweeks and/or PAGA Pay Periods you will be compensated for, the Court may review any decision(s) made by the Administrator.** If you exclude yourself as per below, you can only challenge the number of PAGA Pay Periods you worked. Instructions are set forth in Section 5 below.
Exclude Yourself **The Response Deadline is _____.**	To exclude yourself, you must send either the enclosed, separate Request for Exclusion Form or a written request for exclusion to the Administrator as provided below. **If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement**. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion from the Class. Instructions are set forth in Section 7 below.

Object **The Response Deadline is _____.**	To object to the settlement, you must send either the enclosed, separate Objection Form or a written statement to the Administrator and the Parties' Counsel about why you do not agree with the settlement. If you do not send the Objection Form or a written statement to the Administrator and the Parties' Counsel, then you must appear at the Final Approval Hearing to make an oral objection. The Court's Final Approval Hearing is scheduled to take place on _____ at 2:00 p.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Melissa R. McCormick in Department CX105. Directions regarding Objections are provided in Section 8 below.

1. Why did I receive this Class Notice?

On April 18, 2024, Plaintiff Amalia Rodriguez ("Plaintiff") filed a lawsuit alleging class claims against Defendants Covidien LP, Medtronic, Inc., and Medtronic USA, Inc. in the Superior Court of the State of California, County of Orange (the "Class Action"). Defendant Covidien LP is referred to herin as the "Defendant". The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, waiting time penalties, and failure to pay sick wages.

On October 23, 2024, Plaintiff filed a First Amended Class Action Complaint ("FAC") in the Action to add an additional claim under the Representative Action Complaint against Defendant (the "PAGA claim"). Plaintiff's PAGA claim asserted claims against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq*. for alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). The FAC is referred to as the "Operative Complaint".

Pursuant to a court order, you are hereby notified that Plaintiff and Defendant have reached a proposed class action and PAGA settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the "Court") has been reached between Plaintiff and Defendant. The Honorable Melissa R. McCormick has been assigned as the judge overseeing the Action and Settlement.

The Court has granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Class Action and PAGA Settlement Agreement and the First Amendment to the Class Action and PAGA Settlement Agreement (collectively the "Agreement").

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

> All current and former non-exempt employees of Defendant who worked for and were paid by Defendant in the state of California during the Class Period.

The Class Period is September 16, 2021, through November 11, 2025.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Operative Complaint, Plaintiff alleges the following class claims against Defendant: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; and (9) failure to pay sick wages. The Operative Complaint also alleges a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA") for civil penalties based upon the above alleged violations.

Defendant denies any wrongdoing or legal liability arising out of the claims alleged in the Operative Complaint. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint. Defendant further denies that, for any purpose other than settling the claims, that Plaintiff's class claims are appropriate for class treatment. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle these claims only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the lawsuit have merit, that it has any liability to Plaintiff or the group of individuals that Plaintiff seeks to represent in this lawsuit, or that it engaged in any wrongdoing.

The Court has not made any determination as to whether Plaintiff's claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Six Hundred Ten Thousand Dollars ($1,610,000) to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members who do **not** submit a valid and timely Request for Exclusion ("Participating Class Members"):

- *Administration Expenses Payment*. Payment to the Administrator, not to exceed $12,950, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.

- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment*. Payment to Class Counsel of attorneys' fees not to exceed $483,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed $50,000.

- *Class Representative Service Payment*. A Class Representative Service Payment in an amount not to exceed $15,000 to the Plaintiff, subject to Court approval, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the claims, and for the risks Plaintiff undertook.

- *PAGA Penalties*. A payment of $100,000 relating to the claim for penalties under PAGA, 75% ($75,000) of which will be paid to the California Labor Workforce Development Agency ("LWDA""), and 25% ($25,000) of which shall be distributed as "Individual PAGA Payments" to the Aggrieved Employees calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

    - The "PAGA Period" is May 27, 2023 through November 11, 2025.

    - "Aggrieved Employees" means all current and former nonexempt employees of Defendant in California who worked for and were paid by Defendant during the PAGA Period. As part of the resolution of the PAGA claim through this PAGA Payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties as set forth below.

Calculation of Payments to Class Members ("Individual Class Payments").

The "Net Settlement Amount" means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least $892,834. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek(s)" means any week during the Class Period in which a Class Member actually worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released

Class Claims. The "Released Class Claims" are all claims arising at any time during the Class Period that were or reasonably could have been asserted in the Action based on the facts alleged in the Operative Complaint. This includes claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were alleged or reasonably could have been alleged under California law based on the facts alleged in the First Amended Class Action and Representative Action Complaint filed on October 23, 2024, including, the following claims during the Class Period: (1) claims for failure to pay minimum wage and/or overtime compensation for all hours worked based on any theory, including but not limited to off-the-clock work and failure to correctly calculate the regular rate of pay; (2) failure to provide meal periods or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium in lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment; (5) inaccurate wage statements; (6) failure to reimburse employees for business expenses; (7) unfair business practices; (8) failure to pay out all owed vacation wages at termination; and (9) failure to pay sick leave in compliance with California law; and (10) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the Class. The parties are aware of the holding in *Rangel v. PLS Check Cashers of Cal., Inc*. 889 F.3d 1106 (9th Cir. 2018) which held that claims under the Fair Labor Standards Act for unpaid wages or overtime are barred by a settlement by virtue of the res judicata doctrine. The Released Class Claims exclude all other claims including Plaintiff's individual claims alleged as the 11th and 12th causes of action, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, from the Released PAGA Claims. The "Released PAGA Claims" are all PAGA claims for civil penalties arising at any time during the PAGA Period based on the facts alleged in the Operative Complaint and the PAGA Notice letter to the LWDA.

"Released Parties" collectively mean: Defendant and Medtronic, Inc., Medtronic USA, Inc., and subsidiaries, and parents.

5. How much will my payment be?

Defendant's records reflect that you have <<_____>> Workweeks during the Class Period (September 16, 2021 to November 11, 2025).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<_____>>.

[if applicable - In addition, your Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit either the enclosed, separate Dispute Form with supporting documents or a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the Dispute Form or written dispute to

_____ or email the Dispute Form or written dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) twenty percent (20%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) eighty percent (80%) shall be allocated to allocated to settlement of claims for non-wages, accountable expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything**. A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc., _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately one month after final approval. If there are objections or appeals, the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Class portion of the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the Released Class Claims resolved by this Settlement**. However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, either the enclosed, separate Request for Exclusion Form or a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your Request for Exclusion Form or request to opt out to _____ or email the Request for Exclusion Form or request to opt out to _____ by no later than the Response Deadline. If providing a written, signed, and dated request, the request should state in substance: "I wish to be excluded from the Class in the *Amalia Rodriguez v. Covidien LP, et al.* lawsuit." The Request for Exclusion or request must state the Class Member's full name, address, telephone number, and the name and number of the case, which is *Amalia Rodriguez v. Covidien LP, et al.*, Case No. 30-2024-01394865-CU-OE-CXC. The Request for Exclusion Form or request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that are in writing should state (1) the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words "Notice of Objection" or "Formal Objection"; (3) describe why you believe the Settlement is unfair; and (4) the name and number of the case, which is *Amalia Rodriguez v. Covidien LP, et al.,* in the Superior Court of the State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC.

To object, you must mail to the Administrator and the Parties' counsel, either the enclosed, separate Objection Form or a written objections l, no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the objection to _____or email the objection to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: https://www.occourts.org/civil-remote-hearings.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:
Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: norm@bamlawca.com
kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:
Jody A. Landry
Robert Geiger
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302
Email: jlandry@littler.com
rgeiger@littler.com

10. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 2:00 p.m. on _____, in Department CX105 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Melissa R. McCormick. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

11. How do I get more information about the Settlement?

You may contact the Administrator or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:
Name of Company: ILYM Group, Inc.
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____
Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment or other Settlement documents by going to The Administrator's website at <<_____>> where they will be posted as they become available. The Judgment will be posted on the Administrator's website for at least 180 days. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (https://www.occourts.org/online-services/case-access/) and entering the Case No. 30-2024-01394865.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the paid to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties request Court approval of the Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

***Amalia Rodriguez v. Covidien LP, et al.*, Superior Court of the State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC**

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiff; (2) I will not be bound by the class portion of the proposed Settlement and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND EMAILED, FAXED OR MAILED BY FIRST CLASS U.S. MAIL, NO LATER THAN [INSERT DATE] TO: AMALIA RODRIGUEZ V. COVIDIEN LP, ET AL. ADMINISTRATOR, C/O ILYM GROUP, INC., [INSERT ADDRESS, EMAIL AND FAX]

Name: _____

Address: _____

Telephone Number: _____

_____ _____

(Sign your name here) Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

AMALIA RODRIGUEZ, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiffs, v. COVIDIEN LP, a Limited Partnership; MEDTRONIC, INC., a Corporation; MEDTRONIC USA, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: **30-2024-01394865-CU-OE-CXC** **OBJECTION FORM**

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, INCLUDING YOUR FULL NAME, CURRENT ADDRESS, AND YOUR SIGNATURE. YOU MUST MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____, OR EMAILED OR FAXED BY_____.

[ ] I OBJECT to the *Rodriguez v. Covidien LP, et al.* Settlement for the following reasons:

_____

_____

_____

_____

[Form continues on reverse side]

_____

_____

_____

_____ _____

(Your Signature) (Date)

_____ _____

(Print Your Name) (Your Address)

_____ _____

(Dates of Employment) (City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL (BY U.S. MAIL) POSTMARKED NOT LATER THAN **[INSERT DATE]** OR EMAIL OR FAX TO THE ADMINISTRATOR NOT LATER THAN [**INSERT DATE**]:

Rodriguez v. Covidien LP, et al. Administrator
c/o ILYM Group
[INSERT ADDRESS, EMAIL, AND FAX]

DISPUTE FORM

***Amalia Rodriguez v. Covidien LP, et al.*, Superior Court of the State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC**

Indicate Name/Address Changes, if any: _____

<<Name>> _____

<<Address>> _____

<<City>>, <<State>> <<Zip Code>> _____

XX - XX - __ __ __ __

I. YOUR COMPENSABLE WORKWEEKS

If you were employed by Defendant Covidien LP in California and classified as a non-exempt employee at any time during the Class Period (September 16, 2021, through November 11, 2025), then you may be a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks your worked during the Class Period based on Defendant's company records, as set forth below and in the Class Notice you received. Defendant's records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are:

<<**NUMBER OF WORKWEEKS**>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

III. YOUR COMPENSABLE PAGA PAY PERIODS

Defendant's records show that during the PAGA Period (May 27, 2023 through November 11, 2025), you were employed by Defendant in California as a non-exempt employee who worked for and was paid by Defendant. The amount of your estimated Individual PAGA Payment is based upon the PAGA Pay Periods you worked during the PAGA Period based on Defendant's records, as set forth below and in the Class Notice you received. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. Your total number of PAGA Pay Periods worked during the PAGA Period are:

<<**NUMBER OF PAGA PAY PERIODS**>>.

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

Based upon the numbers of PAGA Pay Periods listed above, your estimated Individual PAGA Payment is

<<INSERT>>.

QUESTIONS? CALL ILYM - TOLL FREE [NUMBER]

Please do not call the Court directly

V. CHALLENGE TO NUMBER OF WORKWEEKS / PAGA PAY PERIODS WORKED

If you believe that the number of Workweeks and/or PAGA Pay Periods stated above is correct, you do not have to do anything. If you wish to dispute the number of Workweeks and/or PAGA Pay Periods worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by <<RESPONSE DEADLINE>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____ and/or I believe the correct amount of PAGA Pay Period I worked during the PAGA Period is _____.

Please include any information and/or documentary evidence that support this dispute.

Dated: _____ Signature:_____

Print or Type Name: _____

THIS DISPUTE FORM MUST BE SIGNED, DATED, AND EMAILED, FAXED OR MAILED BY FIRST CLASS U.S. MAIL, NO LATER THAN [INSERT DATE] TO:]
***Amalia Rodriguez v. Covidien LP, et al.* Administrator**
c/o ILYM Group, Inc.
address
Fax:
Email:

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

AMALIA RODRIGUEZ, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, vs. COVIDIEN LP, a Limited Partnership; MEDTRONIC, INC., a Corporation; MEDTRONIC USA, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: **30-2024-01394865-CU-OE-CXC** **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Hearing Date: October 15, 2026 Hearing Time: 2:00 p.m. Judge: Hon. Melissa R. McCormick Dept.: CX105 Action Filed: April 18, 2024 Trial Date: Not Set

This matter, having come before the Honorable Melissa R. McCormick of the Superior Court of the State of California, in and for the County Orange, on October 15, 2026, for the motion by Plaintiff Amalia Rodriguez ("Plaintiff") for preliminary approval of the class and PAGA settlement with Defendant Covidien LP ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Class Action and PAGA Settlement Agreement attached as Exhibit #1 hereto as modified by the First Amendment to the Class Action and PAGA Settlement Agreement attached hereto as Exhibit #2 (collectively the "Agreement"). This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement. Capitalized terms herein shall have the definitions set forth in the Agreement.

2. The Gross Settlement Amount is One Million Six Hundred Ten Thousand Dollars ($1,610,000), and provides for the following disbursements subject to Court approval: (1) Class Counsel Fees Payment not exceed $483,000; (2) Class Counsel Litigation Expenses Payment not to exceed $50,000; (3) Administration Expenses Payment not to exceed $12,950; (4) the Class Representative Service Payment to the Plaintiff in an amount not to exceed $15,000; and (5) the PAGA Penalties payment of $100,000 to be allocated 75% ($75,000) to the California Labor and Workforce Development Agency ("LWDA") and 25% ($25,000) to the Aggrieved Employees as their Individual PAGA Payments. The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for the PAGA Penalties, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

Payment, and the Administration Expenses Payment is the "Net Settlement Amount" which shall be allocated to Class Members as their Individual Class Payments.

3. Based on a review of the motion papers, it appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable to the Class. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arms-length negotiations after mediation with a respected mediator, Brandon McKelvey, Esq. The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court.

4. The Court preliminarily provisionally appoints Plaintiff as the representative of the Class. The Court preliminarily appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

5. A Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable and adequate as to all Class Members who do not submit a valid and timely request to exclude themselves from the Settlement is scheduled for March 18, 2027 at 2:00 a.m. in Department CX105 of the Orange County Superior Court. Other matters for determination at the Final Approval Hearing shall include whether the Final Approval Order and Judgment should be entered herein; and whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members. The motion for final approval and for attorneys' fees, costs and service awards shall be heard at the Final Approval

Hearing and the papers are to be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

6. Plaintiff shall serve this Order on the LWDA.

7. For settlement purposes only, the Court preliminarily certifies the following Class: "all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period." The Class Period is September 16, 2021, through November 11, 2025. There are approximately 956 individuals in the Class.

8. The Agreement provides for a PAGA Penalties payment of $100,000 relating to the claim for penalties under PAGA, of which 75% ($75,000) is allocated to the LWDA PAGA Payment and 25% ($25,000) is allocated to the "Individual PAGA Payments" to the Aggrieved Employees (the "PAGA Employee Fund"). The amount for each Individual PAGA Payment will be determined by converting the PAGA Employee Fund into a PAGA Pay Period Value. The PAGA Pay Period Value will be established by dividing the $25,000 PAGA Employee Fund by all pay periods actually worked by the Aggrieved Employees during the PAGA Period as determined by Defendant's payroll records. The Individual PAGA Payment for each Aggrieved Employee will be determined by multiplying the PAGA Pay Period Value by each Aggrieved Employee's individual PAGA Pay Periods. "Aggrieved Employees" means all current and former nonexempt employees of Defendant in California who worked for and were paid by Defendant during the PAGA Period. The "PAGA Period" is May 27, 2023 through November 11, 2025.

9. The Court hereby appoints ILYM Group, Inc. as Administrator. No later than fourteen (14) days after preliminary approval of the Settlement by the Court, Defendant shall provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator will perform address updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than three (3) business days after receiving the Class information spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via first-class U.S. Mail.

10. The Court hereby approves, as to form and content, the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") attached hereto as Exhibit #2. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, Class Members' right to be excluded from the Class by submitting a written opt-out request, and each member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The front of the Class Notice shall not be smaller than what was provided to the Court. The Court orders the mailing of the Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set forth in the Agreement.

11. The Court approves, as to the form and content, the Request for Exclusion Form, Objection Form, and the Dispute Form that the Class Members may use to dispute their employment dates or opt out of the Settlement, respectively, attached hereto as Exhibits #3, #4 and #5, respectively.

12. The Court hereby approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received by the Administrator. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 14 days. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who requests exclusion from the Class will still recover their portion of the PAGA Penalties and will be

bound by the release of the Released PAGA Claims). Class Members who have not timely requested exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

13. Any Class Member who has not opted out may object or express the Member's views regarding the Settlement, may appear at the final approval hearing, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Class Members will have sixty (60) days from the date of the mailing of the Class Notices to submit their written objections to the Administrator in accordance with the instructions in the Class Notice. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 14 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

14. Neither the Agreement, nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, Agreement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

15. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

16. The Court orders the Parties and the Administrator to carry out their duties and obligations in accordance with terms of the Agreement.

17. Pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h), the Court retains continuing jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

18. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HON. MELISSA R. MCCORMICK
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

AMALIA RODRIGUEZ, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, vs. COVIDIEN LP, a Limited Partnership; MEDTRONIC, INC., a Corporation; MEDTRONIC USA, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants.	**CASE NO.: 30-2024-01394865-CU-OE-CXC** **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** Hearing Date: Hearing Time: 2:00 p.m. Judge: Hon. Melissa R. McCormick Dept.: CX105 Action Filed: April 18, 2024 Trial Date: Not Set

The motion of Plaintiff Amalia Rodriguez ("Plaintiff") for an order finally approving the Class Action and PAGA Settlement Agreement as modified by the First Amendment to the Class Action and PAGA Settlement Agreemenyt (collectively the "Agreement") with Defendant Covidien LP ("Defendant"), attorneys' fees and costs, service payment, and the expenses of the Administrator duly came on for hearing on _____ before the Honorable Melissa R. McCormick.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Orange, and over all Parties to this litigation, including the Class as that term is defined in the Agreement.

3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of T One Million Six Hundred Ten Thousand Dollars ($1,610,000), and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On _____, the Court granted preliminary approval of the Settlement and approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to members of the Class at their last known addresses on or about _____. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The deadline for opting out of the Class or submitting written objections to the Settlement was _____. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and act on their decision. A full opportunity has been afforded to the Class Members to participate in the final approval hearing, and all Class Members and other persons wishing to be heard have been heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness Of Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the parties during an all-day mediation before Brandon McKelvey, a respected and experienced mediator of wage and hour class actions. Prior to mediation, Plaintiff conducted an investigation of the facts and claims, and the Parties also exchanged informal discovery, which included time

and pay data for the class and relevant policies. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiff's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. _____ objections were received. _____ timely requests for exclusion were received.

e. The participation rate was high. _____ Participating Class Members will be mailed a settlement payment, representing _____of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this Action and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the Action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

11. An award of $483,000 for attorneys' fees, representing one-third of the Gross Settlement Amount, and $_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar and litigation expense billing statement.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of not more than $15,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class Representative Service Payment in the amount of $15,000 to the Plaintiff is reasonable in light of

the risks and burdens undertaken by the Plaintiff in this litigation and for their time and effort in bringing and prosecuting this matter on behalf of the Class. In making this award, the Court has considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payments to be made to the Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $_____ in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for PAGA Penalties in the amount of $100,000 to be paid out of the Gross Settlement Amount, which shall be allocated 75% ($75,000) to the LWDA PAGA Payment and 25% ($25,000) to the Individual PAGA Payments to be distributed by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the PAGA Period. The "PAGA Period" is May 27, 2023 through November 11, 2025. The LWDA was notified of the settlement and served with a copy of the Agreement, and the LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be reasonable.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Class is hereby defined as follows:

> All current and former non-exempt employees of Defendant who worked for and were paid by Defendant in the state of California during the Class Period.

The Class Period is September 16, 2021, through November 11, 2025.

2. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class: [identify any requests for exclusion].

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) business days after the Effective Date.

4. Class Counsel are awarded attorneys' fees in the amount of $483,000 and costs in the amount of $_____. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

5. The payment of the Class Representative Service Payment in the amount of $_____ to the Plaintiff is approved.

6. The payment of $_____ to the Administrator for their fees and expenses is approved.

7. The PAGA Penalties amount of $100,000 is approved to be distributed in accordance with the Agreement.

8. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding of the validity of any claims in the Action, any wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, negligence, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations

or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, any liability, culpability, negligence, or wrongdoing on the part of Defendant, or an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

9. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

10. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiffs, and all members of the Class, shall take nothing in the Action.

2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any

contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

3. The Parties are authorized, with further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits attached thereto which are consistent with this Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members under the Agreement.

4. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

5. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

(a) "Released Class Claims" means all claims arising at any time during the Class Period that were or reasonably could have been asserted in the Action based on the facts alleged in the Operative Complaint. This includes claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were alleged or reasonably could have been alleged under California law based on the facts alleged in the First Amended Class Action and Representative Action Complaint filed on October 23, 2024, including, the following claims during the Class Period: (1) claims for failure to pay minimum wage and/or overtime compensation for all hours worked based on any theory, including but not limited to off-the-clock work and failure to correctly calculate the regular rate of pay; (2) failure to provide meal periods or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium in lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment; (5) inaccurate wage statements; (6) failure to reimburse employees for business expenses; (7) unfair business practices; (8) failure to pay out all owed vacation wages at termination; and (9)

failure to pay sick leave in compliance with California law; and (10) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the Class. The parties are aware of the holding in Rangel v. PLS Check Cashers of Cal., Inc. 889 F.3d 1106 (9th Cir. 2018) which held that claims under the Fair Labor Standards Act for unpaid wages or overtime are barred by a settlement by virtue of the res judicata doctrine. The Released Class Claims exclude all other claims including Plaintiff's individual claims alleged as the 11th and 12th causes of action, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA Period.

(b) "Released Parties" collectively mean: Defendant and Medtronic, Inc., Medtronic USA, Inc., and subsidiaries and parents.

7. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all PAGA claims for civil penalties arising at any time during the PAGA Period based on the facts alleged in the Operative Complaint and the PAGA Notice letter to the LWDA.

8. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff has generally and fully released and discharged the Released Parties from the Plaintiff's Release, as fully set forth in the Agreement.

9. If a settlement check remains uncashed by the expiration date, the funds from such uncashed checks will be paid to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Court approves the Legal Aid at Work as the Cy Pres Recipient.

10. Pursuant to CCP §384(b), Plaintiffs shall submit to the Court a final report on or before _____ setting forth the actual amounts paid to class members and other amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine whether further reports and/or a hearing will be necessary.

11. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: _____

_____
HON. MELISSA R. MCCORMICK
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Amalia Rodriguez ("Plaintiff") and defendant Covidien LP ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as "Party."

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Amalia Rodriguez v. Covidien LP, et al.* Case No. 30-2024-01394865-CU-OE-CXC, initiated on April 18, 2024 and pending in Superior Court of the State of California, County of Orange.

1.2. "Administrator" means ILYM Group, Inc. ("ILYM"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval.

1.4. "Aggrieved Employees" or "PAGA Members" means all current and former non-exempt employees of Defendant in California who worked for and were paid by Defendant during the PAGA Period.

1.5. "Class" means All current and former non-exempt employees of Defendant who worked for and were paid by Defendant in the state of California during the Class Period.

1.6. "Class Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, Brooke Waldrop and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Ryan Stygar of Centurion Trial Attorneys, APC.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all

related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, phone number (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods based on Defendant's time records.

1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Administrator along with a Request for Exclusion form, Objection form, and Dispute form substantively in the forms attached hereto as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).

1.13. "Class Period" means the period of time From September 16, 2021 through November 11, 2025, or preliminary approval, whichever is sooner, unless the time period is shortened per the Escalator Clause set forth below in Paragraph 9.

1.14. "Class Representative" means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.15. "Class Representative Service Payment" means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, financial or reputational risk undertaken in bringing the action, and undertaking the risk of liability for Defendant's expenses.

1.16. "Court" means the Superior Court of California, County of Orange.

1.17. "Defendant" means Covidien LP.

1.18. "Defense Counsel means Jody A. Landry and Robert Geiger of Littler Mendelson, P.C.

1.19. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Class Members object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.22. "Gross Settlement Amount" means One Million Six Hundred Ten Thousand Dollars ($1,610,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks actually worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods actually worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period of time from May 27, 2023 through November 11, 2025, or preliminary approval, whichever is sooner, unless the time period is shortened per the Escalator Clause set forth below in Paragraph 9.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means the Plaintiff's March 27, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($25,000) and the 75% to LWDA ($75,000) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.36. "Plaintiff" means Amalia Rodriguez, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

1.38. "Released Class Claims" means all claims arising at any time during the Class Period that were or reasonably could have been asserted in the Action based on the facts

alleged in the Operative Complaint. This includes claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were alleged or reasonably could have been alleged under California law based on the facts alleged in~~of~~ the First Amended Class Action and Representative Action Complaint filed on October 23, 2024, including, the following claims during the Class Period: (1) claims for failure to pay minimum wage and/or overtime compensation for all hours worked based on any theory, including but not limited to off-the-clock work and failure to correctly calculate the regular rate of pay; (2) failure to provide meal periods or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium in lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment; (5) inaccurate wage statements; (6) failure to reimburse employees for business expenses; (7) unfair business practices; (8) failure to pay out all owed vacation wages at termination; (9) failure to pay sick leave in compliance with California law; and (10) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the Class. The parties are aware of the holding in *Rangel v. PLS Check Cashers of Cal., Inc*. 889 F.3d 1106 (9th Cir. 2018) which held that claims under the Fair Labor Standards Act for unpaid wages or overtime are barred by a settlement by virtue of the res judicata doctrine. The Released Class Claims exclude all other claims including Plaintiff's individual claims alleged as the 11th and 12th causes of action, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA Period.

1.39. "Released PAGA Claims" mean all PAGA claims for civil penalties arising at any time during the PAGA Period ~~for civil penalties available under PAGA~~ based on the facts alleged in the Operative Complaint and the PAGA ~~notice~~ Notice letter to the LWDA. ~~This includes PAGA claims for civil penalties for violations of the following Labor Code sections, as well as civil penalties under PAGA, that were actually alleged or that could have been alleged based on the facts in the PAGA Action during the PAGA Period brought by Plaintiff, on behalf of the State of California, herself and the PAGA Employees, as well as any and all PAGA claims and that were asserted or could have been asserted based on the factual allegations contained in Plaintiff's March, 2024 PAGA Letter, including (a) PAGA penalties for alleged violations of Labor Code sections 201-203, 204, 210, 218, 221, 226, 226.7, 227.3, 246 et. seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2100 et seq., and 2802 and violation of the provisions of the applicable Wage Order(s) for minimum wage, overtime, meal periods and rest periods, reporting time pay, suitable seating, as well as allegations regarding the late payment of wages during employment and late payment of final wages, inaccurate wage statements, and failure to reimburse business expenses; and, (b) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the PAGA Employees.~~

1.40. "Released Parties" means: Covidien L.P., Medtronic, Inc., Medtronic USA, Inc., and

subsidiaries, ~~affiliates,~~ and parents~~, and each of the companies sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers~~.

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, (b) submit his or her Objection to the Settlement, or (c) submit Challenges to Workweeks and/or Pay Periods. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.44. "Workweek" means any week during the Class Period in which a Class Member actually worked for Defendant as a Class Member for at least one day.

2. RECITALS

2.1. On ~~September~~ April 18~~10~~, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Orange. Plaintiff's Complaint asserted claims that Defendant:

(a) Violated California Business and Professions Code § 17200 et seq.;
(b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
(c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
(d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
(e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
(f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
(g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
(h) Failure to Provide Wages When Due in violation of California Labor Code §§ 201, 202, and 203;

(i) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246;
(j) Discrimination and Retaliation in violation of FEHA; and
(k) Wrongful Termination in violation of public policy.

2.2. On October ~~24~~23, 2024, Plaintiff filed a First Amended Complaint ("FAC") in the Action, adding a claim for civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"). The FAC is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.3. On September 10, 2025, the Parties participated in an all-day mediation presided over Brandon McKelvey, a respected mediator of wage and hour representative and class actions. The Parties did not settle the matter at mediation. Subsequently to the mediation, the Parties were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.4. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801* and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.5. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $1,610,000 and no more as the Gross Settlement Amount. This

amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

(a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $536,666, and a Class Counsel Litigation Expenses Payment of not more than $50,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. The payment of the Class Counsel Fees Payment shall be allocated as follows: 77.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 22.5% to Centurion. The Class Counsel Litigation Expenses Payment shall be allocated between firms based upon the expenses actually incurred by each firm as set forth in the billing statements

found attached to the declarations by Class Counsel. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

(c) To the Administrator: An Administration Expenses Payment not to exceed $12,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than $12,950.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $100,000 to be paid from the Gross Settlement Amount, with 75% ($75,000) allocated to the LWDA PAGA Payment and 25% ($25,000) allocated to the Individual PAGA Payments.

i. The amount for each Individual PAGA Payment will be determined by converting the ~~PAGA Employee~~Aggrieved Employee Fund into a PAGA Pay Period Value. The PAGA Pay Period Value will be established by dividing the $25,000 ~~PAGA Employee~~Aggrieved Employee Fund by all pay periods actually worked by the Aggrieved Employees during the PAGA Period as determined by Defendant's payroll records. The Individual PAGA Payment for each Aggrieved Employee will be determined by multiplying the PAGA Pay Period Value by each Aggrieved Employee's individual PAGA pay periods.

ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

(e) To Each Participating Class Member: The amount that each Participating Class Member will be eligible to receive under the Settlement will be determined by converting the Net Settlement Amount into a Workweek value. The Workweek value will be established by dividing the Net Settlement Amount by all workweeks actually worked by the Participating Class Members during the Class Period. The Workweeks actually worked during the Class Period for each Participating Class Members will be derived by Defendant from their actual time record. The data in Defendant's records will be used by Defendant to perform this calculation. The Individual Class Payment for each Participating Class Member will be determined by multiplying the Workweek value by the number of Workweeks they individually worked during the Class Period.

i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will

be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

(f) The settlement payments made to Plaintiff and Participating Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention that this settlement will not affect any rights, contributions, or amounts to which Plaintiff and Class Members may be entitled under any benefit plans. The payment under this Agreement shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, as of the date of the mediation, Defendant has represented that the Class consists of 934 Class Members who collectively worked an estimated total of 126,582 Workweeks, and 741 Aggrieved Employees who worked a total of 37,684 PAGA Pay Periods.

4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet or Microsoft Word document. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator within fifteen (15) business days of the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within thirty (30) days of the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall

transmit the funds represented by such checks to Legal Aid at Work (the "Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all class claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notices during the PAGA Period ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period or for PAGA claims outside of the PAGA Period. Plaintiff's Release also does not extend to Plaintiff's individual claims, including the 11th and 12th causes of action in the FAC, being separately released with a separate confidential settlement agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

Plaintiff's Waiver of Rights Under Civil Code Section 1542 expressly excludes Plaintiff's individual claims, including the 11th and 12th causes of action in the FAC, being separately released with a separate confidential settlement agreement.

(b) Plaintiff's Other Individual Claims. Plaintiff represents that she has additional individual claims against Defendant outside of Plaintiff's Release. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of her individual claims as set forth in a separate confidential individual settlement agreement. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Prior to the filing for preliminary approval, Defendant will prepare and deliver to Class Counsel a signed Declaration under the penalty of perjury disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Receipient. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed

Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members;

conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

(a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Class Workweeks, and PAGA Pay Periods in the Class Data.

(b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

(c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no

obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

(d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

(e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

(a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

(b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

(c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the

Participating Class Members' Releases under Paragraph 6.1 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

(d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The ~~Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge~~Parties shall file with the Court all disputes submitted by Class members, the evidence submitted, and the resolution of the disputes, and although the Administrator may make the initial decision regarding claim disputes, the Court may review and decision by the Administration regarding a claim dispute. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's initial determination as to the challenges.

8.7. Objections to Settlement.

(a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

(b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail to the phone number, email address, or mailing address provided by the Administrator. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating

Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

(c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

(a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

(b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

(c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

(d) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator

will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

(e) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **ESCALATOR CLAUSE**. As of the date of the September 10, 2025 mediation Covidien estimated that there were 126,582 workweeks actually worked by Class Members. If the number of actual workweeks worked by the Class Members as of November 11, 2025 exceeds that by more than ten percent (10%) (i.e., exceeds 126,582 by more than 12,658 workweeks) then Covidien will ~~has the option of either: (1) ending the release period on the date that the workweek count reaches the ten percent threshold, or (b) increasing~~ increase the Gross Settlement Amount that exceeds the 10% threshold. This means, for example, that if the actual number of workweeks worked by the Class Members as of November 11, 2025 is 142,000, then Covidien would need to pay $35,104.52 in additional consideration ($1,610,000.00 divided by 126,582 workweeks equals $12.72 multiplied by 2,760 excess workweeks) to have a release through November 11, 2025.

10. **DEFENDANT'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must provide written notice to Class Counsel of its election to withdraw not later than 10 business days after Defense Counsel receives notification from the Settlement

Administrator that more than ten percent of the Class Members have submitted timely and valid requests for exclusions from the Settlement. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a proposed Final Approval order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the

Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. It is acknowledged by all parties that Plaintiff is participating in the settlement to avoid the delay of payment to the Class Members and Defendant is participating in this settlement to avoid the expense, inconvenience, and delay of further litigation. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Publicity. Plaintiff, Class Counsel, Covidien and Defense Counsel separately agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association,

government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or federal government agency. (5) where disclosure is compelled by subpoena or other legal process, (6) is necessary to obtain approval of this settlement from the court, or (7) is required under the Agreement and/or necessary to enforce this Agreement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Covidien and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,

or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:
Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:
Jody A. Landry
jlandry@littler.com
Robert Geiger
rgeiger@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from October 8, 2025 until the entry of the Final Approval order, or if not entered, the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and

have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ _____
Plaintiff _____

Dated: _____ _____
_____[name]
For Defendant _____

Dated: _____ _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Approved as to form:

Dated: _____ _____
Jody A. Landry
Robert Geiger
Littler Mendelson, P.C.
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL; REQUEST FOR EXCLUSION FORM; OBJECTION FORM; DISPUTE FORM]

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***Amalia Rodriguez v. Covidien LP, et al.*, Superior Court of the State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC**

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.

To: All current and former non-exempt employees of Defendant Covidien LP who worked for and were paid by Defendant Covidien LP in the state of California during the Class Period (September 16, 2021, through November 11, 2025).

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") carefully. The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS CLASS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do **not** have to do anything. **Your estimated Individual Class Payment is: $<<___>>. See the explanation in Section 5 below**. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims ~~against the Defendant~~ as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Challenge the Number of Workweeks **The Response Deadline is _____.**	To challenge the number of workweeks and/or PAGA Pay Periods listed in Section 5 below, ~~then~~ you must submit either the enclosed, separate Dispute Form with supporting documents or a written, signed dispute as provided below. **The ~~Settlement~~ Administrator ~~will have the final decision~~may make an initial determination concerning the number of workweeks and/or PAGA Pay Periods you will be compensated for, the Court may review any decision(s) made by the Administrator. ~~.~~** If you exclude yourself as per below, you can only challenge the number of PAGA Pay Periods you worked. Instructions are set forth in Section 5 below.
Exclude Yourself **The Response Deadline is _____.**	To exclude yourself, you must send either the enclosed, separate Request for Exclusion Form or a written request for exclusion to the Administrator as provided below. **If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement**. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion from the Class.

	Instructions are set forth in Section 7 below.
Object **The Response Deadline is** **_____.**	To object to the settlement, you must send either the enclosed, separate Objection Form or a written statement to the Administrator and the Parties' Counsel about why you do not agree with the settlement. If you do not send the Objection Form or a written statement to the Administrator and the Parties' Counsel, then you must appear at the Final Approval Hearing to make an oral objection. The Court's Final Approval Hearing is scheduled to take place on _____ at 2:001:30 p.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Melissa R. McCormick in Department CX105. Directions regarding Objections are provided in Section 8 below.

1. Why did I receive this Class Notice?

On April 18, 2024, Plaintiff Amalia Rodriguez ("Plaintiff") filed a lawsuit alleging class claims against Defendants Covidien LP, Medtronic, Inc., and Medtronic USA, Inc. ("Defendant") in the Superior Court of the State of California, County of Orange (the "Class Action"). Defendant Covidien LP is referred to herin as the "Defendant". The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, waiting time penalties, and failure to pay sick wages.

On October 23, 2024, Plaintiff filed a First Amended Class Action Complaint ("FAC") in the Action to add an additional claim under the Representative Action Complaint against Defendant (the "PAGA claim"). Plaintiff's PAGA claim asserted claims against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq*. for alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). The FAC is referred to as the "Operative Complaint".

Pursuant to a court order, you are hereby notified that Plaintiff and Defendant have reached a proposed class action and PAGA settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the "Court") has been reached between Plaintiff and Defendant. The Honorable Melissa R. McCormick has been assigned as the judge overseeing the Action and Settlement.

The Court held a hearing on _____. After the hearing, tThe Court has granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Class Action and PAGA Settlement Agreement and the First Amendment to the Class Action and PAGA Settlement Agreement (collectively the "Agreement").

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

All current and former non-exempt employees of Defendant who worked for and were paid by Defendant in the state of California during the Class Period.

The Class Period is September 16, 2021, through November 11, 2025.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Operative Complaint, Plaintiff alleges the following class claims against Defendant: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; and (9) failure to pay sick wages. The Operative Complaint also alleges a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA") for civil penalties based upon the above alleged violations.

Defendant ~~expressly~~ denies any wrongdoing or legal liability arising out of the claims alleged in the Operative Complaint. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint. Defendant further denies that, for any purpose other than settling the claims, that Plaintiff's class claims are appropriate for class treatment. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle these claims only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the lawsuit have merit, that it has any liability to Plaintiff or the group of individuals that Plaintiff seeks to represent in this lawsuit, or that it engaged in any wrongdoing.

The Court has not made any determination as to whether Plaintiff's claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Six Hundred Ten Thousand Dollars ($1,610,000) to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members who do **not** submit a valid and timely Request for Exclusion ("Participating Class Members"):

- *Administration Expenses Payment*. Payment to the Administrator, ~~estimated~~ not to exceed $12,950, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.

- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment*. Payment to Class Counsel of ~~reasonable~~ attorneys' fees not to exceed $483,000~~one-third (1/3) of the Gross Settlement Amount, which is presently $536,666~~, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed $~~51~~150,000. ~~Class Counsel has been prosecuting these claims on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.~~

- *Class Representative Service Payment*. A Class Representative Service Payment in an amount not to exceed $15,000 to the Plaintiff, subject to Court approval, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the claims, and for the risks Plaintiff undertook.

- *PAGA Penalties*. A payment of $100,000 relating to the claim for penalties under PAGA, 75% ($75,000) of which will be paid to the California Labor Workforce Development Agency ("LWDA""), and 25% ($25,000) of which shall be distributed as "Individual PAGA Payments" to the Aggrieved Employees calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

    - The "PAGA Period" is May 27, 2023 through November 11, 2025.

    - "Aggrieved Employees" means all current and former nonexempt employees of Defendant in California who worked for and were paid by Defendant during the PAGA Period. As part of the resolution of the PAGA claim through this PAGA Payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties as set forth below.

Calculation of Payments to Class Members ("Individual Class Payments").

The "Net Settlement Amount" means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least $892,834. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek(s)" means any week during the Class Period in which a Class Member actually worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims arising at any time during the Class Period that were or reasonably could have been asserted in the Action based on the facts alleged in the Operative Complaint. This includes claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were alleged or reasonably could have been alleged under California law based on the facts ~~of~~ alleged in the First Amended Class Action and Representative Action Complaint filed on October 23, 2024, including, the following claims during the Class Period: (1) claims for failure to pay minimum wage and/or overtime compensation for all hours worked based on any theory, including but not limited to off-the-clock work and failure to correctly calculate the regular rate of pay; (2) failure to provide meal periods or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium in lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment; (5) inaccurate wage statements; (6) failure to reimburse employees for business expenses; (7) unfair business practices; (8) failure to pay out all owed vacation wages at termination; and (9) failure to pay sick leave in compliance with California law; and (10) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the Class. The parties are aware of the holding in *Rangel v. PLS Check Cashers of Cal., Inc*. 889 F.3d 1106 (9th Cir. 2018) which held that claims under the Fair Labor Standards Act for unpaid wages or overtime are barred by a settlement by virtue of the res judicata doctrine. The Released Class Claims exclude all other claims including Plaintiff's individual claims alleged as the 11th and 12th causes of action, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, from the Released PAGA Claims. The "Released PAGA Claims" are all PAGA claims for civil penalties arising at any time during the PAGA Period ~~for civil penalties available under PAGA~~ based on the facts alleged in the Operative Complaint and the PAGA ~~notice~~ Notice letter to the LWDA. ~~This includes PAGA claims for violations of the following Labor Code sections, as well as civil penalties under PAGA, that were actually alleged or that could have been alleged based on the facts in the PAGA Action during the PAGA Period brought by Plaintiff, on behalf of the State of California, herself and the PAGA Employees, as well as any and all PAGA claims for civil penalties and that were asserted or could have been asserted based on the factual allegations contained in Plaintiff's March, 2024 PAGA Letter, including (a) PAGA penalties for alleged violations of Labor Code sections 201-203, 204, 210, 218, 221, 226, 226.7, 227.3, 246 et. seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2100 et seq., and 2802 and violation of the provisions of the applicable Wage Order(s) for minimum wage, overtime, meal periods and rest periods, reporting time pay, suitable seating, as well as allegations regarding the late payment of wages during employment and late payment of final wages, inaccurate wage statements, and failure to reimburse business expenses; and, (b) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the PAGA Employees.~~

"Released Parties" collectively mean: Defendant and Medtronic, Inc., Medtronic USA, Inc., and subsidiaries, ~~affiliates,~~ and parents~~, and each of the companies sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators,~~

~~fiduciaries, trustees and agents, and each of their past, present and future officers, directors shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers~~.

5. How much will my payment be?

Defendant's records reflect that you have <<_____>> Workweeks during the Class Period (September 16, 2021 to November 11, 2025).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<_____>>.

[if applicable - In addition, your Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit either the enclosed, separate Dispute Form with supporting documents or a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the Dispute Form or written dispute to _____ or email the Dispute Form or written dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) twenty percent (20%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) eighty percent (80%) shall be allocated to allocated to settlement of claims for non-wages, accountable expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything**. A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc., _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately one month after final approval. If there are objections or appeals, the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Class portion of the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the Released Class Claims resolved by this Settlement**. However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, either the enclosed, separate Request for Exclusion Form or a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your Request for Exclusion Form or request to opt out to _____ or email the Request for Exclusion Form or request to opt out to _____ by no later than the Response Deadline. If providing a written, signed, and dated request, the request should state in substance: "I wish to be excluded from the Class in the *Amalia Rodriguez v. Covidien LP, et al.* lawsuit." The Request for Exclusion or request must state the Class Member's full name, address, telephone number, and the name and number of the case, which is *Amalia Rodriguez v. Covidien LP, et al.*, Case No. 30-2024-01394865-CU-OE-CXC. The Request for Exclusion Form or request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that are in writing should state (1) the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words "Notice of Objection" or "Formal Objection"; (3) describe why you believe the Settlement is unfair; and (4) the name and number of the case, which is *Amalia Rodriguez v. Covidien LP, et al.,* in the Superior Court of the State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC.

To object, you must mail to the Administrator and the Parties' counsel, either the enclosed, separate Objection Form or a written objections l, no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the objection to _____or email the objection to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: https://www.occourts.org/civil-remote-hearings.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. Absent good cause found by the Court, any Class Member who does not object in the manner

provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:
Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: norm@bamlawca.com
kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:
Jody A. Landry
Robert Geiger
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302
Email: jlandry@littler.com
rgeiger@littler.com

10. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 2:00~~1:30~~ p.m. on _____, in Department CX105 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Melissa R. McCormick. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

11. How do I get more information about the Settlement?

You may contact the Administrator or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:
Name of Company: ILYM Group, Inc.
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____
Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment or other Settlement documents by going to The Administrator's website at <<_____>> where they will be posted as they become available. The Judgment will be posted on the Administrator's website for at least 180 days. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (https://www.occourts.org/online-services/case-access/) and entering the Case No. 30-2024-01394865.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the paid to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties request Court approval of the Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

***Amalia Rodriguez v. Covidien LP, et al.*, Superior Court of the State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC**

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiff; (2) I will not be bound by the class portion of the proposed Settlement and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND EMAILED, FAXED OR MAILED BY FIRST CLASS U.S. MAIL, NO LATER THAN [INSERT DATE] TO: AMALIA RODRIGUEZ V. COVIDIEN LP, ET AL. ADMINISTRATOR, C/O ILYM GROUP, INC., [INSERT ADDRESS, EMAIL AND FAX]

Name: _____

Address: _____

Telephone Number: _____

~~I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.~~

_____ _____

(Sign your name here) Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

AMALIA RODRIGUEZ, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiffs, v. COVIDIEN LP, a Limited Partnership; MEDTRONIC, INC., a Corporation; MEDTRONIC USA, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: **30-2024-01394865-CU-OE-CXC** **OBJECTION FORM** ~~Hearing Date:~~ ~~Hearing Time:~~ ~~Judge: Hon. Melissa McCormick~~ ~~Dept.: CX104~~

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, INCLUDING YOUR FULL NAME, CURRENT ADDRESS, ~~LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER,~~ AND YOUR SIGNATURE. YOU MUST MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____, OR EMAILED OR FAXED BY_____.

[ ] I OBJECT to the *Rodriguez v. Covidien LP, et al.* Settlement for the following reasons:

_____

_____

_____

_____

[Form continues on reverse side]

_____

_____

_____

_____ _____

(Your Signature) (Date)

_____ _____

(Print Your Name) (Your Address)

_____ _____

(Dates of Employment)~~Print Last Four Digits of Social Security Number)~~ (City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL (BY U.S. MAIL)~~, EMAIL, OR FAX TO THE ADMINISTRATOR~~ POSTMARKED NOT LATER THAN **[INSERT DATE]** OR EMAIL OR FAX TO THE ADMINISTRATOR NOT LATER THAN [**INSERT DATE**]:

Rodriguez v. Covidien LP, et al. Administrator
c/o ILYM Group
[INSERT ADDRESS, EMAIL, AND FAX]

DISPUTE FORM

***Amalia Rodriguez v. Covidien LP, et al.*, Superior Court of the State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC**

Indicate Name/Address Changes, if any: _____

<<Name>> _____

<<Address>> _____

<<City>>, <<State>> <<Zip Code>> _____

XX - XX - __ __ __ __

I. YOUR COMPENSABLE WORKWEEKS

If you were employed by Defendant Covidien LP in California and classified as a non-exempt employee at any time during the Class Period (September 16, 2021, through November 11, 2025), then you may be a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks your worked during the Class Period based on Defendant's company records, as set forth below and in the Class Notice you received. Defendant's records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are:

<<**NUMBER OF WORKWEEKS**>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

III. YOUR COMPENSABLE PAGA PAY PERIODS

Defendant's records show that during the PAGA Period (May 27, 2023 through November 11, 2025), you were employed by Defendant in California as a non-exempt employee who worked for and was paid by Defendant. The amount of your estimated Individual PAGA Payment is based upon the PAGA Pay Periods you worked during the PAGA Period based on Defendant's records, as set forth below and in the Class Notice you received. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. Your total number of PAGA Pay Periods worked during the PAGA Period are:

<<**NUMBER OF PAGA PAY PERIODS**>>.

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

Based upon the numbers of PAGA Pay Periods listed above, your estimated Individual PAGA Payment is

<<INSERT>>.

QUESTIONS? CALL ILYM - TOLL FREE [NUMBER]

Please do not call the Court directly

V. CHALLENGE TO NUMBER OF WORKWEEKS / PAGA PAY PERIODS WORKED

If you believe that the number of Workweeks and/or PAGA Pay Periods stated above is correct, you do not have to do anything. If you wish to dispute the number of Workweeks and/or PAGA Pay Periods worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by <<RESPONSE DEADLINE>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____ and/or I believe the correct amount of PAGA Pay Period I worked during the PAGA Period is _____.

Please include any information and/or documentary evidence that support this dispute.

Dated: _____ Signature:_____

Print or Type Name: _____

THIS DISPUTE FORM MUST BE SIGNED, DATED, AND EMAILED, FAXED OR MAILED BY FIRST CLASS U.S. MAIL, NO LATER THAN [INSERT DATE] TO:]
***Amalia Rodriguez v. Covidien LP, et al.* Administrator**
c/o ILYM Group, Inc.
address
Fax:
Email:

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

AMALIA RODRIGUEZ, an individual, on behalf of herself and on behalf of all persons similarly situated,

Plaintiff,

vs.

COVIDIEN LP, a Limited Partnership; MEDTRONIC, INC., a Corporation; MEDTRONIC USA, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **30-2024-01394865-CU-OE-CXC**

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Date: ~~June 11~~October 15, 2026
Hearing Time: 2:00 p.m.

Judge: Hon. Melissa R. McCormick
Dept.: CX105

Action Filed: April 18, 2024
Trial Date: Not Set

This matter, having come before the Honorable Melissa R. McCormick of the Superior Court of the State of California, in and for the County Orange, on ~~June 11~~October 15, 2026, for the motion by Plaintiff Amalia Rodriguez ("Plaintiff") for preliminary approval of the class and PAGA settlement with Defendant Covidien LP ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Class Action and PAGA Settlement Agreement ~~("Agreement")~~ attached as Exhibit #1 hereto as modified by the First Amendment to the Class Action and PAGA Settlement Agreement attached hereto as Exhibit #2 (collectively the "Agreement"). This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement. Capitalized terms herein shall have the definitions set forth in the Agreement.

2. The Gross Settlement Amount is One Million Six Hundred Ten Thousand Dollars ($1,610,000), and provides for the following disbursements subject to Court approval: (1) Class Counsel Fees Payment not exceed $483,000~~one-third of the Gross Settlement Amount which would presently be $536,666~~; (2) Class Counsel Litigation Expenses Payment not to exceed $50,000; (3) Administration Expenses Payment not to exceed $12,950; (4) the Class Representative Service Payment to the Plaintiff in an amount not to exceed $15,000; and (5) the PAGA Penalties payment of $100,000 to be allocated 75% ($75,000) to the California Labor and Workforce Development Agency ("LWDA") and 25% ($25,000) to the Aggrieved Employees as their Individual PAGA Payments. The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for the PAGA Penalties, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

Payment, and the Administration Expenses Payment is the "Net Settlement Amount" which shall be allocated to Class Members as their Individual Class Payments.

3. Based on a review of the motion papers, it appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable to the Class. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arms-length negotiations after mediation with a respected mediator, Brandon McKelvey, Esq. The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court.

4. The Court preliminarily provisionally appoints Plaintiff as the representative of the Class. The Court preliminarily~~provisionally~~ appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu,~~ Brooke W. Waldrop,~~ and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

5. A Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable and adequate as to all Class Members who do not submit a valid and timely request to exclude themselves from the Settlement is scheduled for ~~November~~ ~~5~~March 18, 2027~~, 2026~~ at 2:00 a.m. in Department CX105 of the Orange County Superior Court. Other matters for determination at the Final Approval Hearing shall include whether the Final Approval Order and Judgment should be entered herein; and whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members. The motion for final approval and for attorneys' fees, costs and service awards shall be

heard at the Final Approval Hearing and the papers are to be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

6. Plaintiff~~s~~ shall serve this Order on the LWDA.

7. For settlement purposes only, the Court preliminarily~~conditionally~~ certifies the following Class: "all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period." The Class Period is September 16, 2021, through November 11, 2025. There are approximately 956 individuals in the Class.

8. The Agreement provides for a PAGA Penalties payment of $100,000 relating to the claim for penalties under PAGA, of which 75% ($75,000) is allocated to the LWDA PAGA Payment and 25% ($25,000) is allocated to the "Individual PAGA Payments" to the Aggrieved Employees (the "PAGA Employee Fund"). The amount for each Individual PAGA Payment will be determined by converting the PAGA Employee Fund into a PAGA Pay Period Value. The PAGA Pay Period Value will be established by dividing the $25,000 PAGA Employee Fund by all pay periods actually worked by the Aggrieved Employees during the PAGA Period as determined by Defendant's payroll records. The Individual PAGA Payment for each Aggrieved Employee will be determined by multiplying the PAGA Pay Period Value by each Aggrieved Employee's individual PAGA Pay Periods. "Aggrieved Employees" means all current and former nonexempt employees of Defendant in California who worked for and were paid by Defendant during the PAGA Period. The "PAGA Period" is May 27, 2023 through November 11, 2025.

9. The Court hereby appoints ILYM Group, Inc. as Administrator. No later than fourteen (14) days after preliminary approval of the Settlement by the Court, Defendant shall provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator will perform address updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than three (3) business days after receiving the Class information spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via first-class U.S. Mail.

~~10. The Agreement provides for Court orders Class Counsel's attorneys fees' that will not exceed $536,666.00, Class Counsel's costs that will not exceed $51,000.00, a Class Representative Service Payment that will not exceed $15,000.00, and an Administration Expenses Payment that will not exceed $12,950.00.~~

~~11.~~10. The Court hereby approves, as to form and content, the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") attached hereto as Exhibit #2. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, Class Members' right to be excluded from the Class by submitting a written opt-out request, and each member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The front of the Class Notice shall not be smaller than what was provided to the Court. The Court orders the mailing of the Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set forth in the Agreement.

~~12.~~11. The Court approves, as to the form and content, the Request for Exclusion Form, Objection Form, and the Dispute Form that the Class Members may use to dispute their employment dates or opt out of the Settlement, respectively, attached hereto as Exhibits #3, #4 and #5, respectively.

~~13.~~12. The Court hereby approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received by the Administrator. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 14 days. Any such person who chooses to opt out of and be excluded from

the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who requests exclusion from the Class will still recover their portion of the PAGA Penalties and will be bound by the release of the Released PAGA Claims). Class Members who have not timely requested exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

~~14.~~13. Any Class Member who has not opted out may object or express the Member's views regarding the Settlement, may appear at the final approval hearing, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Class Members will have sixty (60) days from the date of the mailing of the Class Notices to submit their written objections to the Administrator in accordance with the instructions in the Class Notice. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 14 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

~~15.~~14. Neither the Agreement, nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, Agreement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received

as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

~~16.~~15. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

~~17.~~16. The Court orders the Parties and the Administrator to carry out their duties and obligations in accordance with terms of the Agreement.

~~18.~~17. Pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h), the Court retains continuing jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

~~19.~~18. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HON. MELISSA R. MCCORMICK
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

AMALIA RODRIGUEZ, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, vs. COVIDIEN LP, a Limited Partnership; MEDTRONIC, INC., a Corporation; MEDTRONIC USA, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants.	**CASE NO.: 30-2024-01394865-CU-OE-CXC** **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** Hearing Date: Hearing Time: 1:30 p.m. Judge: Hon. Melissa R. McCormick Dept.: CX105 Action Filed: April 18, 2024 Trial Date: Not Set

The motion of Plaintiff Amalia Rodriguez ("Plaintiff") for an order finally approving the Class Action and PAGA Settlement Agreement as modified by the First Amendment to the Class Action and PAGA Settlement Agreemenyt (collectively the "Agreement") with Defendant Covidien LP ("Defendant"), attorneys' fees and costs, service payment, and the expenses of the Administrator duly came on for hearing on _____ before the Honorable Melissa R. McCormick.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Orange, and over all Parties to this litigation, including the Class as that term is defined in the Agreement.

3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of T One Million Six Hundred Ten Thousand Dollars ($1,610,000), and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On _____, the Court granted preliminary approval of the Settlement and approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to members of the Class at their last known addresses on or about _____. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The deadline for opting out of the Class or submitting written objections to the Settlement was _____. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and act on their decision. A full opportunity has been afforded to the Class Members to participate in the final approval hearing, and all Class Members and other persons wishing to be heard have been heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness Of Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the parties during an all-day mediation before Brandon McKelvey, a respected and experienced mediator of wage and hour class actions. Prior to mediation, Plaintiff conducted an investigation of the facts and claims, and the Parties also exchanged informal discovery, which included time

and pay data for the class and relevant policies. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiff's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. _____ objections were received. _____ timely requests for exclusion were received.

e. The participation rate was high. _____ Participating Class Members will be mailed a settlement payment, representing _____of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this Action and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the Action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

11. An award of $~~536,666~~483,000 for attorneys' fees, representing one-third of the Gross Settlement Amount, and $_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar and litigation expense billing statement.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of not more than $15,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class Representative Service Payment in the amount of $15,000 to the Plaintiff is reasonable in light of

the risks and burdens undertaken by the Plaintiff in this litigation and for their time and effort in bringing and prosecuting this matter on behalf of the Class. In making this award, the Court has considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payments to be made to the Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $_____ in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for PAGA Penalties in the amount of $100,000 to be paid out of the Gross Settlement Amount, which shall be allocated 75% ($75,000) to the LWDA PAGA Payment and 25% ($25,000) to the Individual PAGA Payments to be distributed by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the PAGA Period. The "PAGA Period" is May 27, 2023 through November 11, 2025. The LWDA was notified of the settlement and served with a copy of the Agreement, and the LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be reasonable.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Class is hereby defined as follows:

> All current and former non-exempt employees of Defendant who worked for and were paid by Defendant in the state of California during the Class Period.

The Class Period is September 16, 2021, through November 11, 2025.

2. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class: [identify any requests for exclusion].

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) business days after the Effective Date.

4. Class Counsel are awarded attorneys' fees in the amount of $~~536,666~~483,000 and costs in the amount of $_____. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

5. The payment of the Class Representative Service Payment in the amount of $_____ to the Plaintiff is approved.

6. The payment of $_____ to the Administrator for their fees and expenses is approved.

7. The PAGA Penalties amount of $100,000 is approved to be distributed in accordance with the Agreement.

8. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding of the validity of any claims in the Action, any wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, negligence, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations

or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, any liability, culpability, negligence, or wrongdoing on the part of Defendant, or an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

9. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

10. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiffs, and all members of the Class, shall take nothing in the Action.

2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any

contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

3. The Parties are authorized, with further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits attached thereto which are consistent with this Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members under the Agreement.

4. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

5. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

(a) "Released Class Claims" means all claims arising at any time during the Class Period that were or reasonably could have been asserted in the Action based on the facts alleged in the Operative Complaint. This includes claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were alleged or reasonably could have been alleged under California law based on the facts ~~of~~ alleged in the First Amended Class Action and Representative Action Complaint filed on October 23, 2024, including, the following claims during the Class Period: (1) claims for failure to pay minimum wage and/or overtime compensation for all hours worked based on any theory, including but not limited to off-the-clock work and failure to correctly calculate the regular rate of pay; (2) failure to provide meal periods or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium in lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment; (5) inaccurate wage statements; (6) failure to reimburse employees for business expenses; (7) unfair business practices; (8) failure to pay out all owed vacation wages at termination; and (9)

failure to pay sick leave in compliance with California law; and (10) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the Class. The parties are aware of the holding in Rangel v. PLS Check Cashers of Cal., Inc. 889 F.3d 1106 (9th Cir. 2018) which held that claims under the Fair Labor Standards Act for unpaid wages or overtime are barred by a settlement by virtue of the res judicata doctrine. The Released Class Claims exclude all other claims including Plaintiff's individual claims alleged as the 11th and 12th causes of action, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA Period.

(b) "Released Parties" collectively mean: Defendant and Medtronic, Inc., Medtronic USA, Inc., and subsidiaries~~, affiliates,~~ and parents~~, and each of the companies sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers~~.

7. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all PAGA claims for civil penalties arising at any time during the PAGA Period ~~for civil penalties available under PAGA~~ based on the facts alleged in the Operative Complaint and the PAGA ~~notice~~ Notice letter to the LWDA. ~~This includes PAGA claims for civil penalties for violations of the following Labor Code sections, as well as civil penalties under PAGA, that were actually alleged or that could have been alleged based on the facts in the PAGA Action during the PAGA Period brought by Plaintiff, on behalf of the State of California, herself and the PAGA~~

~~Employees, as well as any and all PAGA claims and that were asserted or could have been asserted based on the factual allegations contained in Plaintiff's March, 2024 PAGA Letter, including (a) PAGA penalties for alleged violations of Labor Code sections 201-203, 204, 210, 218, 221, 226, 226.7, 227.3, 246 et. seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2100 et seq., and 2802 and violation of the provisions of the applicable Wage Order(s) for minimum wage, overtime, meal periods and rest periods, reporting time pay, suitable seating, as well as allegations regarding the late payment of wages during employment and late payment of final wages, inaccurate wage statements, and failure to reimburse business expenses; and, (b) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the PAGA Employees.~~

8. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff has generally and fully released and discharged the Released Parties from the Plaintiff's Release, as fully set forth in the Agreement.

9. If a settlement check remains uncashed by the expiration date, the funds from such uncashed checks will be paid to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Court approves the Legal Aid at Work as the Cy Pres Recipient.

10. Pursuant to CCP §384(b), Plaintiffs shall submit to the Court a final report on or before _____ setting forth the actual amounts paid to class members and other amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine whether further reports and/or a hearing will be necessary.

11. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS

MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: _____

_____
HON. MELISSA R. MCCORMICK
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

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CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (hereinafter "Agreement") made and entered into by and between Covidien LP, or any of its affiliated or subsidiary companies (hereinafter "Covidien) and Amalia Rodriguez (hereinafter "Rodriguez") (collectively "the Parties").

WHEREAS, Rodriguez's employment with Covidien terminated effective in of January 24, 2024 ("Termination Date");

WHEREAS, the Parties voluntarily participated in a mediation on September 10, 2025 mutually wish to compromise, resolve and settle their disputes and claims without incurring litigation costs and without any admissions regarding the truth, or lack of truth, of Rodriguez's non wage and hour claims raised in the lawsuit she filed entitled *Amalia Rodriguez v. Covidien LP et al.*, Orange County Superior Court Case Number 30-2024-01394865-CU-OE-CXC (hereinafter the "Lawsuit") and without any admission of liability on the part of Covidien, which expressly denies such liability;

WHEREAS, Rodriguez alleged that she suffered lost wage damages as a result of the termination of her employment and her subsequent reduction in income and non-wage damages as a result of allegedly discriminatory, retaliatory, or unlawful treatment, which Covidien denies;

WHEREAS, Rodriguez and Covidien desire to settle, fully and finally, all differences between them arising from, and in any way connected with, Rodriguez's employment with Covidien and her termination from that employment, but excluding the wage and hour claims she raised in her Lawsuit which are covered by a separate agreement;

WHEREAS, Rodriguez has not filed any discrimination, harassment or retaliation claim with an administrative agency against Covidien, or any employee, representative or agent of Covidien, or any parent or related or affiliated entity of Covidien.

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WHEREAS, the Parties have agreed to a full and final settlement of all disputed issues between them as set forth below.

NOW, THEREFORE, in consideration of the premises set forth herein, it is **HEREBY AGREED** by and between the Parties to this Agreement as follows:

1. Release and Discharge by Rodriguez. For the consideration called for herein, the sufficiency of which is hereby acknowledged by the Parties, Rodriguez, on behalf of herself and her heirs, executors, administrators, successors and assigns, completely releases and forever discharges Covidien, and its past, present and future officers, directors, shareholders, employees, agents, and representatives, parent and affiliated companies from all claims and demands past, present or future, of every kind and nature whatsoever, known or unknown, whether in law or in equity, contract, tort, or discrimination claims under local, state or federal laws, including but not limited to claims under the Federal Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), the Family Medical Leave Act ("FMLA"), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act ("ADA"), the Employee Retirement Income Security Act, the Sarbanes-Oxley Act of 2002, and any other federal, state or local laws or regulations, if any, addressing the same subject matters including, without limitation, the Fair Employment and Housing Act, and the California Family Rights Act,), California Government Code or any other theory or basis, whether legal or equitable, to the extent that they permit a release by private agreement, from the beginning of time through the date that she signs this Agreement. Rodriguez expressly waives any and all rights that she may have under any state or local statute, executive order, regulation, common law and/or public policy relating to unknown claims. This Release shall not in any way impair any existing rights of Rodriguez with respect to pension, retirement and/or other employee benefit plans of Covidien

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applicable to former employees. In addition, Rodriguez represents that, except as already reported, she has not experienced any workplace injuries.

Rodriguez does hereby waive any rights and benefits granted his/her pursuant to California Civil Code Section 1542 which provides in relevant part: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Notwithstanding the provisions of Section 1542 and for the purposes of implementing a full and complete release, discharge and hold harmless, Rodriguez expressly acknowledges that this release, discharge and hold harmless is intended to include all claims which Rodriguez does not know or suspect to exist in her favor at the time of her signature, and that this release, discharge and hold harmless will extinguish any such claim.

Rodriguez agrees that she will not file or permit any other person to file a claim on Rodriguez's behalf, with any judicial body, administrative agency or arbitrator, any claim or cause of action herein released except as allowed elsewhere in this Agreement. Furthermore, nothing in this paragraph releases a claim that cannot be released as a matter of law, for example, a claim for unemployment insurance benefits or workers compensation benefits.

The Parties agree that the wage and hour and unfair business practice including the class and PAGA claims raised in the Lawsuit are specifically excluded from this Agreement.

2. Protected Rights. Rodriguez expressly acknowledges that nothing in this Agreement relinquishes any protected rights she may have under Title VII of the Civil Rights Act of 1964, the Equal Pay Act ("EPA"), the ADA, OWBPA or the ADEA, the National Labor Relations Act ("NLRA"), or the Securities and Exchange Commission Act of 1934, or similar state laws, to file a charge or complaint,

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testify, assist or participate in any manner in an investigation, hearing or proceeding (including providing documents or other information) conducted by the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance, the National Labor Relations Board ("NLRB"), the United States Securities and Exchange Commission (SEC) or any other governmental agency, including state agencies. Furthermore, nothing in this Agreement prevents Rodriguez from exercising Rodriguez's rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees. However, by signing this Agreement, Rodriguez is waiving her right to recover any individual relief (including back pay, front pay, reinstatement or other legal or equitable release) in any charge, complaint, or lawsuit or other proceeding brought by Rodriguez or on Rodriguez's behalf by any third party, except for any right Rodriguez may have to receive a payment from the SEC (and not Covidien) for information provided to the SEC.

In addition, nothing in this Agreement shall be construed to prevent the disclosure of factual information related to a claim filed in a civil action or an administrative agency action regarding any acts of sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination.

In addition, nothing in this Agreement shall be construed to prevent or waive Rodriguez's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Covidien, or on the part of the agents or employees of

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Covidien, when Rodriguez has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

3. Consideration. In full and final settlement of her claims, Covidien will pay Rodriguez the total gross amount of Forty Thousand Dollars ($40,000.00) (the "Settlement Amount"). The Settlement Amount shall be paid as follows:

a. The first payment shall be made payable to Rodriguez and shall be in the gross amount of $13,333.33 less standard federal and state withholdings and authorized deductions. This payment will be made by direct deposit. Rodriguez agreed to provide her current banking account so that Covidien can make this payment.

b. The second payment shall be made payable to Rodriguez in the amount of $13,333.33 for Rodriguez's non-wage damages Covidien will issue a live check for this amount. It is agreed that Covidien will issue a Form 1099 for this amount to Rodriguez.

c. The third payment shall be made for attorneys' fees in the amount of $13,333.33 to Blumenthal, Nordrehaug Bhowmik De Blouw LLP. A live check will be issued for this amount. It is agreed that Covidien will issue a Form 1099 for this amount to Blumenthal, Nordrehaug Bhowmik De Blouw LLP.

d. The two live checks will be mailed to Blumenthal, Nordrehaug Bhowmik De Blouw LLP as follows: Blumenthal, Nordrehaug Bhowmik De Blouw LLP, Attn: AJ Bhowmik, 2255 Calle Clara, La Jolla, CA 92037.

The payments will be made as described above within twenty-one business days after the Effective Date for this Agreement. The "Effective Date" occurs once Rodriguez, dates, sign and returns this

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Agreement and the Orange Superior Court grants final approval of the Class and PAGA settlement with respect to the Lawsuit. This means that no payment will be made and the release described herein will not be effective under this Agreement until the Court grants final approval of the settlement of the Lawsuit. The Company will pay you the consideration within ten business days of the Effective Date. By signing this Agreement, Rodriguez acknowledges that the Settlement Amount is sufficient consideration for this Agreement.

4. No Representation Regarding Tax Treatment. Rodriguez acknowledges and agrees that Covidien has made no representation to her regarding the tax consequences of any amounts received by her under this Agreement. Rodriguez acknowledges that she is solely responsible for all tax obligations which may arise as a consequence of this settlement.

5. Non-Required Benefits. Rodriguez acknowledges that by accepting the provisions of this Agreement, Rodriguez is receiving benefits to which she would not otherwise be entitled, however Rodrigeuz maintains that the claims she alleged against Defendant for damages and penalties have merit.

6. Confidentiality and Nondisclosure. Rodriguez agrees that neither she nor her attorneys nor representatives shall reveal to anyone any of the terms and conditions of any sum payable to Rodriguez hereunder, nor any of the negotiations or mediation leading to this settlement, with the exception that Rodriguez may disclose the terms of the Agreement to her significant other, her attorneys, accountant or tax advisor and tax authorities. Such recipients of settlement information shall be informed by Rodriguez of the confidentiality requirement and shall agree to abide by this provision. Rodriguez agrees that if asked by anyone not included in the above exceptions about this matter, the full extent of his/her comments will be that “the matter was resolved.” Rodriguez agrees and acknowledges that this provision is a key provision in the Agreement to Covidien and that if she

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violates or breaches this provision, she will be liable to Covidien for liquidated damages in the amount of Four Thousand Dollars ($4,000.00). Covidien agrees to disclose the contents and/or terms of this Agreement to only those individuals with a business "need to know." Nothing in this paragraph is intended to prevent the disclosure of factual information related to the claim or action unless its inclusion is at the request of the Rodriguez. Nothing in this paragraph is intended to limit Rodriguez's rights to file charges or participate in government investigations, as outlined in paragraph 2.

7. Future Conduct and Non-Disparagement. Rodriguez agrees not to engage in any form of conduct, or make any statements or representations, that disparage or otherwise harm the reputation, goodwill or commercial interests of Covidien or its management. Rodriguez further agrees to refrain from making any disparaging, derogatory or otherwise negative comments or statements about Covidien or its employees to any person, including specifically but not limited to, any person affiliated in any way with any actual or potential employee, customer, vendor or competitor of Covidien or any member of the medical, business, professional or scientific community with whom Covidien has had or, to Rodriguez's knowledge, has contemplated a business, professional, or scientific relationship. Nothing in this Section prevents Rodriguez from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Rodriguez has reason to believe is unlawful. Nothing in this paragraph is intended to limit Rodriguez's rights to file charges or participate in government investigations, as outlined in paragraph 2.

8. Non-Admission/No Wrongdoing. Nothing in this Agreement shall be construed as an admission by Covidien for any liability or unlawful conduct whatsoever. Covidien specifically denies any liability or unlawful conduct.

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9. Attorney's Fees and Costs. Each party hereto shall bear all attorneys' fees and costs arising from the action of its own counsel in connection with the claims associated with this Agreement unless otherwise agreed to in this Agreement.

10. Notice of Rights of Review. Rodriguez acknowledges receipt of this Agreement as notice in writing from Covidien advising her to consult with an attorney prior to executing this Agreement, and further acknowledges that she has been provided the right to consider this Agreement, including the release delineated in paragraph 1, for a period of ten (10) days prior to executing same. If Rodriguez chooses to sign this Agreement, it should be emailed to Jody Landry at jlandry@littler.com within ten (10) days of receipt of the Agreement.

11. Reference Checks. If requested by Rodriguez's potential or future employer, Covidien will provide a neutral reference verifying Rodriguez's dates of employment and positions held. Rodriguez may obtain such a neutral reference by registering and completing the online proof of employment process using Experian, www.experianverify.com. Questions should be directed to Experian Customer Service, 404-382-5400, option 2.

12. Voluntary Agreement. Rodriguez acknowledges, agrees and understands that for her waiver of any rights or claims she may have or ever had under federal, state and local laws, she has received consideration in excess of anything of value to which she may have been entitled. Each of the Parties acknowledges and represents that it has been represented and advised by counsel of its choice in connection with its consideration and execution of this Agreement. Each undersigned party further represents and declares that in executing this document, each has relied solely upon its own judgment, belief and knowledge, and the advice and recommendation of its own counsel concerning the nature, extent and duration of its rights and claims, that the terms are fully understood and voluntarily accepted by each, and that each has completely read the terms of this Agreement and has been given

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a reasonable period of time to consider the settlement. Each party executes this Agreement voluntarily and of its own free will, without coercion or duress to do so.

13. Company Property. By signing this Agreement, Rodriguez confirms that she has returned all proprietary or confidential information and documents, and company property, including but not limited to cellular phones, credits cards, calling cards, keys, computers, employment badges and any company provided hardware and software.

14. Entire Agreement. The Parties agree that, except as it relates to the provisions of any Employee Agreement executed by Rodriguez and governing Rodriguez's obligations to Covidien regarding confidential information, inventions, documents and tangible things, post-employment restrictions , choice of law and choice of forum, and except as it relates to agreements related to the grant of any stock award, stock option or promissory note, this Agreement supersedes any prior arrangements, agreements or contracts, whether written, oral or implied (in law or fact), between them and contains the entire understanding and agreement between the Parties and cannot be amended, modified or supplemented in any respect, except by a subsequent written agreement executed by both Parties.

15. Choice of Law. This Agreement shall be governed by the laws of the State of California, without respect to conflict of law principles.

16. Successors-in-Interest. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective executors, administrators, heirs, successors and assigns.

17. Severability. The provisions of this Agreement are severable. In the event that any provision is found to be unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

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18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart, even if signed but transmitted by facsimile or electronic mail, shall be deemed an original, and all of the counterparts shall constitute one and the same instrument.

Date: 10/06/2025

Amalia Rodriguez

Amalia Rodriguez (Oct 6, 2025 16:50:53 PDT)

Date: October 8, 2025

COVIDIEN, LP.

By: Signed by: Rebecca Goldstein 9885583C2027495...

Title: 10/08/2025